

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

DANIEL SIEGFRIED,

Plaintiff,

v.

McNEIL CONSUMER HEALTHCARE A  
DIVISION OF McNEIL-PPC, INC., a  
foreign corporation, JOHNSON &  
JOHNSON- MERCK CONSUMER  
PHARMACEUTICALS CO., a foreign  
corporation, JOHNSON & JOHNSON, a  
foreign corporation, SFGT, INC., a foreign  
corporation, MILLSPORT L.L.C., a  
Delaware corporation, MILLSPORT L.L.C.,  
a foreign corporation, OMNICOM GROUP,  
INC. a foreign corporation, and ANDREW  
MCVEY, an individual,

Defendants.

C.A. No.:

**JURY OF SIX DEMANDED**

**COMPLAINT**

**PARTIES**

1. Plaintiff, Daniel Siegfried, is an individual who resides at P.O. Box 382, Analomink, Pennsylvania 18320.
2. Defendant, McNeil Consumer Healthcare, a division of McNeil-PPC, Inc. (hereinafter referred to as "McNeil"), is a foreign corporation whose principal place of business is located at 7050 Camp Hill Road, Fort Washington, Pennsylvania 19034. [DENIAL OF THIS ALLEGATION BY THE DEFENDANT MUST BE MADE BY AFFIDAVIT PURSUANT TO 10 Del. C. § 3915].
3. Defendant, Johnson & Johnson- Merck Consumer Pharmaceuticals, Co. (hereinafter referred to as "Johnson & Johnson- Merck"), is a foreign corporation whose principal place of business is located at One Johnson & Johnson Plaza, New Brunswick, New

Jersey 08933. [DENIAL OF THIS ALLEGATION BY THE DEFENDANT MUST BE MADE BY AFFIDAVIT PURSUANT TO 10 Del. C. § 3915].

4. Defendant, Johnson & Johnson, is a foreign corporation whose principal place of business is located at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933.

[DENIAL OF THIS ALLEGATION BY THE DEFENDANT MUST BE MADE BY AFFIDAVIT PURSUANT TO 10 Del. C. § 3915].

5. Defendant, SFGT, Inc., is a foreign corporation whose principal place of business is located at 2215 Walnut Street, Philadelphia, Pennsylvania 19103. [DENIAL OF THIS ALLEGATION BY THE DEFENDANT MUST BE MADE BY AFFIDAVIT PURSUANT TO 10 Del. C. § 3915].

6. Defendant, Millsport, L.L.C. (hereinafter "Millsport Delaware"), is a Delaware limited liability company whose registered agent is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington Delaware 19808. [DENIAL OF THIS ALLEGATION BY THE DEFENDANT MUST BE MADE BY AFFIDAVIT PURSUANT TO 10 Del. C. § 3915].

7. Defendant, Millsport, L.L.C. (hereinafter "Millsport foreign"), is a foreign limited liability company whose principle place of business is Stamford Towers, 750 Washington Boulevard, Stamford, Connecticut 06901. [DENIAL OF THIS ALLEGATION BY THE DEFENDANT MUST BE MADE BY AFFIDAVIT PURSUANT TO 10 Del. C. § 3915].

8. Defendant, Omnicom Group, Inc., is a foreign corporation whose principle place of business is 196 Joy Lane, New Britain Connecticut 06053. [DENIAL OF THIS ALLEGATION BY THE DEFENDANT MUST BE MADE BY AFFIDAVIT PURSUANT TO 10 Del. C. § 3915].

9. Defendant, Andrew McVey, in an individual who resides at 151 N Orlando Ave, Apt 213, Winter Park FL 32789-3607.

**JURISDICTION**

10. Paragraphs 1 through 4 are incorporated herein by reference.

11. Jurisdiction is conferred pursuant to 28 U.S.C. §1332(a)(1) and § 1332(c)(1) as the amount in controversy exceeds \$75,000.00 and the action is between citizens of different states. Venue is proper in this Court pursuant to 28 U.S.C. §1391(a), as this is the judicial district in which some of the defendants reside and the judicial district in which a substantial part of the events or omissions giving rise to this claim occurred.

**FACTUAL ALLEGATIONS**

12. On or about June 5, 2005, at approximately 11:00 a.m., the plaintiff, Daniel Siegfried, was a passenger on the back of a "Team Tylenol" promotional golf cart, at the Dover International Speedway in Dover, Delaware.

13. At the aforementioned time and place, the golf cart, recklessly operated by the defendant, Andrew McVey, made a sharp turn on the racetrack, throwing the plaintiff off the back of the cart onto the blacktop track, resulting in severe personal injuries to the plaintiff, Daniel Siegfried.

14. On the above-mentioned date, the defendant, Andrew McVey, was an employee of McNeil, and was acting within the scope of his employment.

15. On the above-mentioned date, the defendant, Andrew McVey, was an employee of Johnson & Johnson- Merck, and was acting within the scope of his employment.

16. On the above-mentioned date, the defendant, Andrew McVey, was an employee of Johnson & Johnson, and was acting within the scope of his employment.

17. On the above-mentioned date, the defendant, Andrew McVey, was an employee of SFGT, Inc., and was acting within the scope of his employment.

18. On the above-mentioned date, the defendant, Andrew McVey, was an employee of Millsport Delaware, and was acting within the scope of his employment.

19. On the above-mentioned date, the defendant, Andrew McVey, was an employee of Millsport foreign, and was acting within the scope of his employment.

20. On the above-mentioned date, the defendant, Andrew McVey, was an employee of Omnicom Group Inc., and was acting within the scope of his employment

21. At all times relevant, the defendant, McNeil, owned, maintained, managed, and/or controlled the golf cart and was responsible for the promotional campaign at the Dover Motor Speedway.

22. At all times relevant, the defendant, Johnson & Johnson- Merck owned, maintained, managed, and/or controlled the golf cart and was responsible for the promotional campaign at the Dover Motor Speedway.

23. At all times relevant, the defendant, Johnson & Johnson, owned, maintained, managed, and/or controlled the golf cart and was responsible for the promotional campaign at the Dover Motor Speedway.

24. At all times relevant, the defendant, SFGT, Inc., owned, maintained, managed, and/or controlled the golf cart and/or was responsible for the promotional campaign at the Dover Motor Speedway.

25. At all times relevant, the defendant, Millsport Delaware, owned, maintained, managed, and/or controlled the golf cart and/or was responsible for the promotional campaign at the Dover Motor Speedway.

26. At all times relevant, the defendant, Millsport foreign, owned, maintained, managed, and/or controlled the golf cart and/or was responsible for the promotional campaign at the Dover Motor Speedway.

27. At all times relevant, the defendant, Omnicom Group, Inc., owned, maintained, managed, and/or controlled the golf cart and/or was responsible for the promotional campaign at the Dover Motor Speedway.

**COUNT I**  
**CLAIM AGAINST McNEIL**

28. Paragraphs 1 through 27 are incorporated by reference.

29. The direct and proximate cause of the plaintiff's injuries was the negligence of the defendant, McNeil, its agents, servants and/or employees while acting in the course and scope of their employment.

30. The negligence of McNeil's, agents, servants, and/or employees is imputed onto the defendant, McNeil.

31. The defendant, Andrew McVey, was an employee of the defendant, McNeil, acting within the scope of his employment at all times relevant.

32. A proximate cause of the aforesaid collision was the negligence of the defendant, McNeil, by negligently hiring the defendant, Andrew McVey, whom they knew or should have known would act in a manner likely to cause injury to third persons.

33. Defendant, McNeil, did not use reasonable care in selecting an employee, specifically the defendant, Andrew McVey, competent for the work intended.

34. The defendant, McNeil, by negligently hiring a person whom they knew or should have known would act in a manner likely to cause injuries to third parties, acted in a manner which constituted willful and wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried.

35. The direct and proximate result of the accident was the negligence of the defendant, McNeil, as follows:

(a) It knew or should have known of the existence of an unsafe condition on its property, namely the slippery substance on the seats of the golf cart;

- (b) It failed to provide a seat restraining device;
- (c) It failed to take adequate steps to prevent the dangerous conditions then existing;
- (d) It failed to remedy the dangerous conditions within a reasonable period of time after it became aware or should have become aware of the dangerous condition;
- (e) It failed to take reasonable precautions to prevent this accident from happening;
- (f) It failed to maintain its property in a safe condition;
- (g) It failed to adequately remove dangerous conditions from its property so it would be safe for individuals to sit on said property;
- (h) It failed to provide an alternate location for the plaintiff to sit to prevent individuals from encountering the dangerous condition;
- (i) It acted with willful or wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried.
- (j) It failed to fulfill its duty to protect individuals riding on the vehicle, including the plaintiff, Daniel Siegfried, from dangerous conditions.
- (k) It failed to adequately supervise and/or train its employees including the employee that operated the vehicle;
- (l) It was otherwise negligent.

**COUNT II**  
**CLAIM AGAINST JOHNSON & JOHNSON- MERCK**

36. Paragraphs 1 through 35 are incorporated by reference.

37. The direct and proximate cause of the plaintiff's injuries was the negligence of the defendant, Johnson & Johnson- Merck, its agents, servants and/or employees while acting in the course and scope of their employment.



38. The negligence of Johnson & Johnson- Merck's agents, servants, and/or employees is imputed onto the defendant, Johnson & Johnson- Merck.

39. The defendant, Andrew McVey, was an employee of the defendant, Johnson & Johnson- Merck, acting within the scope of his employment at all times relevant.

40. A proximate cause of the aforesaid collision was the negligence of the defendant, Johnson & Johnson- Merck, by negligently hiring the defendant, Andrew McVey, whom they knew or should have known would act in a manner likely to cause injury to third persons.

41. Defendant, Johnson & Johnson- Merck, did not use reasonable care in selecting an employee, specifically the defendant, Andrew McVey, competent for the work intended.

42. The defendant, Johnson & Johnson- Merck, by negligently hiring a person whom they knew or should have known would act in a manner likely to cause injuries to third parties, acted in a manner which constituted willful and wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried.

43. The direct and proximate result of the accident was the negligence of the defendant, Johnson & Johnson- Merck, as follows:

(a) It knew or should have known of the existence of an unsafe condition on its property, namely the slippery substance on the seats of the golf cart;

(b) It failed to provide a seat restraining device;

(c) It failed to take adequate steps to prevent the dangerous conditions then existing;

(d) It failed to remedy the dangerous conditions within a reasonable period of time after it became aware or should have become aware of the dangerous condition;

(e) It failed to take reasonable precautions to prevent this accident from happening;

(f) It failed to maintain its property in a safe condition;

(g) It failed to adequately remove dangerous conditions from its property so it would be safe for individuals to sit on said property;

(h) It failed to provide an alternate location for the plaintiff to sit to prevent individuals from encountering the dangerous condition;

(i) It acted with willful or wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried.

(j) It failed to fulfill its duty to protect individuals riding on the vehicle, including the plaintiff, Daniel Siegfried, from dangerous conditions.

(k) It failed to adequately supervise and/or train its employees including the employee that operated the vehicle;

(l) It was otherwise negligent.

**COUNT III**  
**CLAIM AGAINST JOHNSON & JOHNSON**

44. Paragraphs 1 through 43 are incorporated by reference.

45. The direct and proximate cause of the plaintiff's injuries was the negligence of the defendant, Johnson & Johnson, its agents, servants and/or employees while acting in the course and scope of their employment.

46. The negligence of Johnson & Johnson's agents, servants, and/or employees is imputed onto the defendant, Johnson & Johnson.

47. The defendant, Andrew McVey, was an employee of the defendant, Johnson & Johnson, acting within the scope of his employment at all times relevant.

48. A proximate cause of the aforesaid collision was the negligence of the defendant, Johnson & Johnson, by negligently hiring the defendant, Andrew McVey, whom they knew or should have known would act in a manner likely to cause injury to third persons.



49. Defendant, Johnson & Johnson, did not use reasonable care in selecting an employee, specifically, the defendant, Andrew McVey, competent for the work intended.

50. The defendant, Johnson & Johnson, by negligently hiring a person whom they knew or should have known would act in a manner likely to cause injuries to third parties, acted in a manner which constituted willful and wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried.

51. The direct and proximate result of the accident was the negligence of the defendant, Johnson & Johnson, as follows:

- (a) It knew or should have known of the existence of an unsafe condition on its property, namely the slippery substance on the seats of the golf cart;
- (b) It failed to provide a seat restraining device;
- (c) It failed to take adequate steps to prevent the dangerous conditions then existing;
- (d) It failed to remedy the dangerous conditions within a reasonable period of time after it became aware or should have become aware of the dangerous condition;
- (e) It failed to take reasonable precautions to prevent this accident from happening;
- (f) It failed to maintain its property in a safe condition;
- (g) It failed to adequately remove dangerous conditions from its property so it would be safe for individuals to sit on said property;
- (h) It failed to provide an alternate location for the plaintiff to sit to prevent individuals from encountering the dangerous condition;
- (i) It acted with willful or wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried.

(j) It failed to fulfill its duty to protect individuals riding on the vehicle, including the plaintiff, Daniel Siegfried, from dangerous conditions.

(k) It failed to adequately supervise and/or train its employees including the employee that operated the vehicle;

(l) It was otherwise negligent.

**COUNT IV**  
**CLAIM AGAINST SFGT, INC.**

52. Paragraphs 1 through 51 are incorporated by reference.

53. The direct and proximate cause of the plaintiff's injuries was the negligence of the defendant, SFGT, Inc., its agents, servants and/or employees while acting in the course and scope of their employment.

54. The negligence of SFGT, Inc.'s agents, servants, and/or employees is imputed onto the defendant, SFGT, Inc.

55. The defendant, Andrew McVey, was an employee of the defendant, SFGT, Inc., acting within the scope of his employment at all times relevant.

56. A proximate cause of the aforesaid collision was the negligence of the defendant, SFGT, Inc., by negligently hiring the defendant, Andrew McVey, whom they knew or should have known would act in a manner likely to cause injury to third persons.

57. Defendant, SFGT, Inc., did not use reasonable care in selecting an employee, specifically the defendant, Andrew McVey, the operator of the golf cart, competent for the work intended.

58. The defendant, SFGT, Inc., by negligently hiring a person whom they knew or should have known would act in a manner likely to cause injuries to third parties, acted in a manner which constituted willful and wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried.

59. The direct and proximate result of the accident was the negligence of the defendant, SFGT, Inc., as follows:

- (a) It knew or should have known of the existence of an unsafe condition on its property, namely the slippery substance on the seats of the golf cart;
- (b) It failed to provide a seat restraining device;
- (c) It failed to take adequate steps to prevent the dangerous conditions then existing;
- (d) It failed to remedy the dangerous conditions within a reasonable period of time after it became aware or should have become aware of the dangerous condition;
- (e) It failed to take reasonable precautions to prevent this accident from happening;
- (f) It failed to maintain its property in a safe condition;
- (g) It failed to adequately remove dangerous conditions from its property so it would be safe for individuals to sit on said property;
- (h) It failed to provide an alternate location for the plaintiff to sit to prevent individuals from encountering the dangerous condition;
- (i) It acted with willful or wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried;
- (j) It failed to fulfill its duty to protect individuals riding on the vehicle, including the plaintiff, Daniel Siegfried, from dangerous conditions;
- (k) It failed to adequately supervise and/or train its employees including the employee that operated the vehicle;
- (l) It was otherwise negligent.

**COUNT V**  
**CLAIM AGAINST MILLSPORT DELAWARE**

60. Paragraphs 1 through 59 are incorporated by reference.

61. The direct and proximate cause of the plaintiff's injuries was the negligence of the defendant, Millsport Delaware, its agents, servants and/or employees while acting in the course and scope of their employment.

62. The negligence of Millsport Delaware's agents, servants, and/or employees is imputed onto the defendant, Millsport Delaware.

63. The defendant, Andrew McVey, was an employee of the defendant, Millsport, Delaware, acting within the scope of his employment at all times relevant.

64. A proximate cause of the aforesaid collision was the negligence of the defendant, Millsport Delaware, by negligently hiring the defendant, Andrew McVey, whom they knew or should have known would act in a manner likely to cause injury to third persons.

65. Defendant, Millsport Delaware, did not use reasonable care in selecting an employee, specifically the defendant, Andrew McVey, competent for the work intended.

66. The defendant, Millsport Delaware, by negligently hiring a person whom they knew or should have known would act in a manner likely to cause injuries to third parties, acted in a manner which constituted willful and wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried.

67. The direct and proximate result of the accident was the negligence of the defendant, Millsport Delaware, as follows:

(a) It knew or should have known of the existence of an unsafe condition on its property, namely the slippery substance on the seats of the golf cart;

(b) It failed to provide a seat restraining device;

(c) It failed to take adequate steps to prevent the dangerous conditions then existing;

(d) It failed to remedy the dangerous conditions within a reasonable period of time after it became aware or should have become aware of the dangerous condition;

(e) It failed to take reasonable precautions to prevent this accident from happening;

(f) It failed to maintain its property in a safe condition;

(g) It failed to adequately remove dangerous conditions from its property so it would be safe for individuals to sit on said property;

(h) It failed to provide an alternate location for the plaintiff to sit to prevent individuals from encountering the dangerous condition;

(i) It acted with willful or wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried;

(j) It failed to fulfill its duty to protect individuals riding on the vehicle, including the plaintiff, Daniel Siegfried, from dangerous conditions;

(k) It failed to adequately supervise and/or train its employees including the employee that operated the vehicle;

(l) It was otherwise negligent.

**COUNT VI**  
**CLAIM AGAINST MILLSPORT FOREIGN**

68. Paragraphs 1 through 67 are incorporated by reference.

69. The direct and proximate cause of the plaintiff's injuries was the negligence of the defendant, Millsport Foreign, its agents, servants and/or employees while acting in the course and scope of their employment.

70. The negligence of Millsport Foreign's agents, servants, and/or employees is imputed onto the defendant, Millsport Foreign.

71. The defendant, Andrew McVey, was an employee of the defendant, Millsport Foreign, acting within the scope of his employment at all times relevant.

72. A proximate cause of the aforesaid collision was the negligence of the defendant, Millsport Foreign, by negligently hiring the defendant, Andrew McVey, whom they knew or should have known would act in a manner likely to cause injury to third persons.

73. Defendant, Millsport Foreign, did not use reasonable care in selecting an employee, specifically the defendant, Andrew McVey, competent for the work intended.

74. The defendant, Millsport Foreign, by negligently hiring a person whom they knew or should have known would act in a manner likely to cause injuries to third parties, acted in a manner which constituted willful and wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried.

75. The direct and proximate result of the accident was the negligence of the defendant, Millsport Foreign, as follows:

(a) It knew or should have known of the existence of an unsafe condition on its property, namely the slippery substance on the seats of the golf cart;

(b) It failed to provide a seat restraining device;

(c) It failed to take adequate steps to prevent the dangerous conditions then existing;

(d) It failed to remedy the dangerous conditions within a reasonable period of time after it became aware or should have become aware of the dangerous condition;

(e) It failed to take reasonable precautions to prevent this accident from happening;

(f) It failed to maintain its property in a safe condition;

(g) It failed to adequately remove dangerous conditions from its property so it would be safe for individuals to sit on said property;



(h) It failed to provide an alternate location for the plaintiff to sit to prevent individuals from encountering the dangerous condition;

(i) It acted with willful or wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried;

(j) It failed to fulfill its duty to protect individuals riding on the vehicle, including the plaintiff, Daniel Siegfried, from dangerous conditions;

(k) It failed to adequately supervise and/or train its employees including the employee that operated the vehicle;

(l) It was otherwise negligent.

**COUNT VII**  
**CLAIM AGAINST OMNICOM GROUP, INC.**

76. Paragraphs 1 through 75 are incorporated by reference.

77. The direct and proximate cause of the plaintiff's injuries was the negligence of the defendant, Omnicom Group, Inc., its agents, servants and/or employees while acting in the course and scope of their employment.

78. The negligence of Omnicom Group, Inc.'s agents, servants, and/or employees is imputed onto the defendant, Omnicom Group, Inc.

79. The defendant, Andrew McVey, was an employee of the defendant, Omnicom Group, Inc., acting within the scope of his employment at all times relevant.

80. A proximate cause of the aforesaid collision was the negligence of the defendant, Omnicom Group, Inc., by negligently hiring the defendant, Andrew McVey, whom they knew or should have known would act in a manner likely to cause injury to third persons.

81. Defendant, Omnicom Group, Inc., did not use reasonable care in selecting an employee, specifically the defendant, Andrew McVey, competent for the work intended.

82. The defendant, Omnicom Group, Inc., by negligently hiring a person whom they knew or should have known would act in a manner likely to cause injuries to third parties, acted in a manner which constituted willful and wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried.

83. The direct and proximate result of the accident was the negligence of the defendant, Omnicom Group, Inc., as follows:

- (a) It knew or should have known of the existence of an unsafe condition on its property, namely the slippery substance on the seats of the golf cart;
- (b) It failed to provide a seat restraining device;
- (c) It failed to take adequate steps to prevent the dangerous conditions then existing;
- (d) It failed to remedy the dangerous conditions within a reasonable period of time after it became aware or should have become aware of the dangerous condition;
- (e) It failed to take reasonable precautions to prevent this accident from happening;
- (f) It failed to maintain its property in a safe condition;
- (g) It failed to adequately remove dangerous conditions from its property so it would be safe for individuals to sit on said property;
- (h) It failed to provide an alternate location for the plaintiff to sit to prevent individuals from encountering the dangerous condition;
- (i) It acted with willful or wanton disregard for the safety of others, including the plaintiff, Daniel Siegfried;
- (j) It failed to fulfill its duty to protect individuals riding on the vehicle, including the plaintiff, Daniel Siegfried, from dangerous conditions;

(k) It failed to adequately supervise and/or train its employees including the employee that operated the vehicle;

(l) It was otherwise negligent.

**COUNT VIII**  
**CLAIM AGAINST ANDREW MCVEY**

84. Paragraphs 1 through 83 are incorporated by reference.

85. The direct and proximate cause of the plaintiff's injuries was the negligence of the defendant, Andrew McVey as follows:

- (a) He failed to give full time and attention to the operation of the vehicle;
- (b) He failed to maintain a proper lookout while operating the vehicle;
- (c) He operated a vehicle in a careless and imprudent manner or without due regard to road, weather and traffic conditions then existing;
- (d) He operated a vehicle which was not equipped with brakes adequate to control the movement of and stop such vehicle;
- (e) He drove his vehicle in willful and wanton disregard for the safety of persons and property on said roadway;
- (f) He failed to keep the vehicle under proper and adequate control at the time of the accident, in violation of the common law duty of care he had to others on the road, including the plaintiff, Daniel Siegfried;
- (g) He failed to maintain and keep a proper lookout for persons and other vehicles in the area at the time of the accident, in violation of the common law duty of care he had to others on the road, including the plaintiff, Daniel Siegfried;
- (h) He failed to operate his vehicle as a reasonable and prudent person under the circumstances in doing the aforementioned acts set forth in subparagraphs (a) through (g), in

violation of the common law duty of care he had to others on the roadway, including the plaintiff, Daniel Siegfried;

- (i) He was otherwise negligent.

**CLAIM IX**  
**CLAIM OF DANIEL SIEGFRIED**

86. Paragraphs 1 through 85 are incorporated by reference.

87. As a direct and proximate result of the defendants' negligence, the plaintiff, Daniel Siegfried, suffered personal injuries both of a temporary and permanent nature, including, but not limited to: injuries to the thoracic and lumbar spine.

88. As a consequence of his injuries, the plaintiff, Daniel Siegfried, has been required to undergo prolonged medical treatment, including but not limited to interventional procedures such as sacroiliac joint and selective nerve blocks and epidurals.

89. As a further consequence of his injuries, the plaintiff, Daniel Siegfried, has experienced, continues to experience and is likely to experience in the future, substantial physical pain and suffering, and discomfort.

90. As a further consequence of his injuries, the plaintiff, Daniel Siegfried, has experienced, continues to experience and is likely to experience in the future, emotional pain suffering, anxiety and nervousness.

91. As a further result of the defendants' negligence, the plaintiff, Daniel Siegfried, has incurred, and may in the future continue to incur, medical bills for the treatment of the injuries sustained in the accident.

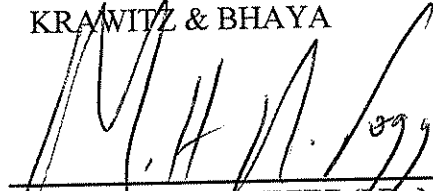
92. As a further consequence of his injuries, the plaintiff, Daniel Siegfried, suffered a loss of earnings and an impairment of earning capacity.

WHEREFORE, the plaintiff prays that this Court enter judgment against the defendants, McNeil Consumer Healthcare, a division of McNeil-PPC, Inc., Johnson & Johnson- Merck

Consumer Pharmaceuticals Co. Johnson & Johnson, SFGT, Inc., Millsport, L.L.C., a Delaware corporation, Millsport, L.L.C., a foreign corporation, Omnicom Group, Inc., and Andrew McVey, jointly and severally, for all compensatory and special damages and the cost of this action, along with any additional relief that the Court may deem proper.

DOROSHOW, PASQUALE,  
KRAWITZ & BHAYA

By:

  
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DATED: 6-5-2007



07-354

JS 44 (Rev. 11/04)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

Daniel Siegfried

(b) County of Residence of First Listed Plaintiff Anaheim, PA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Doroshov, Pasquale Krausitz & Bhaia  
202 Kingwood Hwy  
Wilmington, DE 19805  
(302) 445-0100

## DEFENDANTS

Meneil Consumer Healthcare,  
Et. al.County of Residence of First Listed Defendant New Brunswick, NJ  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fed Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

## V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 1332(a)(1) and 1332(c)(1)

Brief description of cause:

Plaintiff injured during promotional campaign

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

GMS

DOCKET NUMBER

07-118

DATE

6-5-07

SIGNATURE OF ATTORNEY OF RECORD

M. H. IS V. 999

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE



AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 07 - 354

**ACKNOWLEDGMENT**  
**OF RECEIPT FOR AO FORM 85**

**NOTICE OF AVAILABILITY OF A**  
**UNITED STATES MAGISTRATE JUDGE**  
**TO EXERCISE JURISDICTION**

I HEREBY ACKNOWLEDGE RECEIPT OF 8 COPIES OF AO FORM 85.

JUN 05 2007

(Date forms issued)

Tara Bustard

(Signature of Party or their Representative)

Tara Bustard

(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action